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of the evidence on the questions of negligence or contributory negligence.

[Ed. Note.—For other cases, see Trial, Dec. Dig. § 244.*]

7. Carriers (§ 320*)—Injury to Passenger Boarding Car—Evidence—Question for Jury.—Evidence in an action for injury to a person while attempting to board a street car held sufficient to authorize submission to the jury of the question of the car having been stopped at the point for the purpose of receiving passengers, and of its having been started suddenly and without notice while she was boarding it.

[Ed. Note.—For other cases, see Carriers, Cent. Dig. § 1160; Dec. Dig. § 320.*]

BOWMAN *v.* LISKEY.

Nov. 19, 1908.

[62 S. E. 942.]

1. Appeal and Error (§ 1035*)—Harmless Error—Form of Remedy.—Proceedings having been instituted to enforce a vendor's lien to secure purchase money bonds, a special receiver was appointed with petitioner as his surety, and the land was sold and bonds were executed in part payment, and the receiver was authorized to assign the bonds for cash, which he purported to do, and thereafter, the receiver being in default, his surety petitioned to have the purchaser of the bonds from the receiver account for the purchase price, alleging that they were assigned without payment in full, the purchaser and receiver being made parties, and the former was adjudged liable for a certain sum on the bonds. Held, that the granting of the relief against the purchaser, on petition in the vendor's lien proceedings, instead of on an original bill, even if error, was not prejudicial to the purchaser under the circumstances; he having had an opportunity to meet the issues as to his liability as fully as upon an original bill.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 4031; Dec. Dig. § 1035.*]

2. Receivers (§ 217*)—Sale—Payment by Purchaser—Evidence.—On a petition by a surety of a special receiver appointed in vendor's lien proceedings to compel an accounting by the purchaser of bonds from such receiver which he was authorized by the court to sell, the evidence held to show that the purchaser paid a part of the purchase money of the bonds to the receiver on the understanding that he was to receive it back in payment of a personal indebtedness of the receiver.

[Ed. Note.—For other cases, see Receivers, Dec. Dig. § 217.*]

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.